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11 THOMSON INTERNATIONAL, INC.

12
13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 MATTHEW PETERSON, SADIE FLODING,
16 COLIN STRUB, CARSON BRENDA, JODY
17 BARRY, TEISCHA BENSON, LYNNETTA
18 KLAM, and LORI DAVIES,

19 Plaintiff(s),

20 v.

21 THOMSON INTERNATIONAL,
22 INCORPORATED, a California corporation;
23 DOES 1-10, INCLUSIVE; and ROE
24 ENTITIES 1-10, INCLUSIVE,

25 Defendant(s).

26 Case No.: 1:22-cv-00701 JLT-CDB
27 STIPULATED PROTECTIVE ORDER

28 Magistrate Judge: Christopher D. Baker

Date Action Filed: June 10, 2022
Trial Date: March 26, 2024

29 IT IS HEREBY STIPULATED AND AGREED by and between the Parties executing this
30 stipulation, by and through their respective counsel of record, that in order to facilitate the
31 exchange of information and documents which may be subject to confidentiality limitations on
32 disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

33 1. **SCOPE:** This Order governs the handling of all documents, testimony and information
34 produced, given or filed herein by any party and designated as "CONFIDENTIAL." A
35 party designating such documents, testimony or information as "CONFIDENTIAL" is
36 herein referred to as a DESIGNATING PARTY. This Order applies to any documents
37 previously produced to the parties or counsel.

1 2. **CONFIDENTIAL INFORMATION:** A DESIGNATING PARTY may designate as
2 "CONFIDENTIAL" any document, testimony, or information the DESIGNATING
3 PARTY believes in good faith to contain confidential, personal, business, financial, trade
4 secret, or other proprietary information by conspicuously writing, typing, or stamping on
5 the face of such document, answer or transcript the word "CONFIDENTIAL" or by
6 otherwise notifying all counsel in writing, and, in the case of deposition transcripts and
7 exhibits, also the court reporter, within 30 days from the receipt of the deposition transcript.
8 Any documents, testimony, or information designated as "CONFIDENTIAL" by a
9 DESIGNATING PARTY is herein referred to as CONFIDENTIAL INFORMATION.

10 3. **CHALLENGES:**

11 3.1 Should any party object to the designation of a document, testimony or information
12 as "CONFIDENTIAL," such party shall give the DESIGNATING PARTY
13 reasonable notice thereof. The DESIGNATING PARTY shall respond within 30
14 business days. The Parties shall make good faith efforts to resolve the dispute
15 informally. If efforts to resolve the dispute over documents marked
16 CONFIDENTIAL, the disputing party may apply to the Court for a ruling that the
17 CONFIDENTIAL INFORMATION shall not be so treated. Until this Court enters
18 an Order, if any, changing the designation of the CONFIDENTIAL
19 INFORMATION, such CONFIDENTIAL INFORMATION shall be treated by all
20 parties in accordance with this Order.

21 3.2 Except upon further Order of this Court, CONFIDENTIAL INFORMATION shall
22 be disclosed only to the Court, counsel of record for the parties, including in-house
23 counsel and co-counsel retained for this litigation (and their administrative staffs
24 on a "need to know" basis), individual parties, class representatives, any officer or
25 employee of a party, to the extent deemed necessary by counsel for the prosecution
26 or defense of this litigation, and consulting or testifying experts retained by the
27 parties retained for the prosecution or defense of this litigation, any authors or
28 recipients of the CONFIDENTIAL INFORMATION, the Court, Court personnel,
 and court reporters, and witnesses (the "PERMITTED RECIPIENTS"). No person

1 receiving CONFIDENTIAL INFORMATION shall disclose them or their contents
2 to any person other than the PERMITTED RECIPIENTS.

3 3.3 Consultants or expert witnesses retained for the prosecution or defense of this
4 litigation shall execute a copy of the Certification annexed to this Order as Exhibit
5 "A" before being shown or given any CONFIDENTIAL INFORMATION.

6 3.4 Witnesses (other than any authors or recipients of the CONFIDENTIAL
7 INFORMATION) shall sign the Certification before being shown a confidential
8 document.

9 4. **USE:**

10 4.1 All CONFIDENTIAL INFORMATION shall be used solely for the preparation
11 for and use at the trial of this action or in other actions involving individuals
12 represented the same counsel for Plaintiffs and related to the 2020 *Salmonella*
13 outbreak that is at issue in this litigation and shall not be used or disclosed by any
14 receiving person for any other purpose, including any commercial or business
15 purpose.

16 4.2 Counsel of record in this litigation receiving CONFIDENTIAL INFORMATION
17 shall be allowed to disclose them or their contents to any other person only upon
18 order of the Court or upon receipt of written permission from opposing counsel
19 granting such disclosure.

20 4.3 Counsel may permit expert(s) hired by any party in anticipation of litigation to
21 review CONFIDENTIAL INFORMATION, but counsel must first obtain from
22 each expert a written statement confirming the expert's agreement to comply with
23 every element of this Protective Order. Said expert shall agree that the
24 CONFIDENTIAL INFORMATION shall not be disclosed to any other person,
25 said documents shall not be photocopied or reproduced by any other means, and
26 said documents shall be destroyed after conclusion of this action.

27 5. **CLAW-BACK:**

28 5.1 The inadvertent production by any of the undersigned Parties or non-Parties to

1 this action of any document, testimony, or information during discovery in this
2 action without a "CONFIDENTIAL" designation, shall be without prejudice to
3 any claim that such item is "CONFIDENTIAL" and such Party shall not be held
4 to have waived any rights by such inadvertent production.

5.2 In the event that any document, testimony or information that is subject to a
6 "CONFIDENTIAL" designation is inadvertently produced without such
7 designation, the Party that inadvertently produced the document shall give written
8 notice of such inadvertent production within twenty (30) days of discovery of the
9 inadvertent production, together with a further copy of the subject document,
10 testimony or information designated as "CONFIDENTIAL" (the
11 "INADVERTENT PRODUCTION NOTICE"). Upon receipt of such
12 INADVERTENT PRODUCTION NOTICE, the Party that received the
13 inadvertently produced document, testimony, or information shall promptly
14 destroy the inadvertently produced document, testimony, or information and all
15 copies thereof, or, at the expense of the producing Party, return such together with
16 all copies of such document, testimony, or information to counsel for the
17 producing Party and shall retain only the designated CONFIDENTIAL
18 MATERIAL.

19 5.3 This provision is not intended to apply to any inadvertent production of any
20 Information protected by attorney-client or work product privileges. In the event
21 that this provision conflicts with any applicable law regarding waiver of
22 confidentiality through the inadvertent production of documents, testimony, or
23 information, such law shall govern.

24 6. **NON-WAIVER:**

25 6.1 Notwithstanding the foregoing provisions, this Order shall be without prejudice to
26 the right of any party to challenge the propriety of discovery on any grounds
27 including, but not limited to, relevance, privilege, and materiality.
28 6.2 Notwithstanding the foregoing provision, this Order shall not restrict in any

1 manner the right of any party to offer or use as evidence at the trial of this action
2 any CONFIDENTIAL INFORMATION, and nothing contained herein shall be
3 construed as a waiver of any objection which might be raised as to the
4 admissibility at trial of any evidentiary material.

5 **7. FILING:**

6 7.1 If CONFIDENTIAL INFORMATION needs to be filed in this litigation, the
7 filing party shall provide notice to the designating party five (5) business days
8 prior to filing of their intent to file said documents. Thereafter, within five (5)
9 business days of receiving the request, the designating party shall either 1.
10 indicate filing party may file the documents openly or 2. file contemporaneously
11 with filing party a Motion to Seal justifying the sealing of the documents under
12 federal law. If designating party fails to timely respond to requests from filing
13 party to file a Motion to Seal, filing party may openly file the documents on the
14 record. Nothing prohibits designating party from thereafter filing a Motion to
15 Compel seeking to remove those documents from the record and file them under
16 seal. In the event filing party is unable to notify designating party prior to filing
17 any CONFIDENTIAL INFORMATION because of time limitations or other
18 justifiable reason, filing party is obligated to file a Motion to Seal in the first
19 instance.

20 8. **RETURN:** All CONFIDENTIAL INFORMATION, and all copies of CONFIDENTIAL
21 INFORMATION, shall be returned to counsel for the DESIGNATING PARTY,
22 or destroyed, within thirty (30) days of the conclusion of this action, whether by
23 dismissal, settlement, or entry of judgment. All CONFIDENTIAL
24 INFORMATION so returned shall be accompanied by an affidavit of the
25 returning counsel attesting to the fact that no copies have been retained and that
26 any and all copies known to them have been destroyed.

27 9. **MISCELLANEOUS:**

28 9.1 This Order may be modified by further order of this Court or by agreement of

counsel for the parties, subject to the approval of the Court, provided that any such agreement be memorialized in the form of a stipulation that shall be filed with the Clerk and made a part of the record in the case.

18 9.3 The Parties may designate any documents produced by third parties, whether in
19 response to a subpoena or other request, as **CONFIDENTIAL** by providing
20 written notice to the opposing Party within ten (10) business days of receipt of
21 said documents.

22 9.4 This Order shall continue to be binding after the conclusion of this action and all
23 subsequent proceedings arising from this action, except that a Party may seek the
24 written permission of the DESIGNATING PARTY or may move the Court for
25 relief from the provisions of this Order. To the extent permitted by law, the Court
26 shall retain jurisdiction to enforce, modify, or reconsider this Order, even after the
27 action is terminated.

28 | 9.5 After this Order has been signed by counsel for all Parties, it shall be presented to

the Court for entry. Counsel agree to be bound by the terms set forth herein with regard to any CONFIDENTIAL INFORMATION that has been produced before the Court signs this Order.

IT IS SO STIPULATED.

GRUBER LAW GROUP

Dated: February 24, 2023

By: /s/ Eric Gruber
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Attorneys for Plaintiffs

NICOLET LAW OFFICE S.C.

Dated: February 24, 2023

By: s/Lindsay Lien Rinholen
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GREENAN, PEFFER, SALLANDER & LALLY LLP

Dated: February 24, 2023

By: /s/Robert L. Sallander
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Attorneys for Defendant

IT IS SO ORDERED.

Dated: **February 27, 2023**

UNITED STATES MAGISTRATE JUDGE

EXHIBIT “A”

CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____ in *Matthew Peterson, et al. v. Thomson International, Incorporated*, Case No. 1:22-cv-00701-JLT-CDB. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the Protective Order.

14 Dated: _____

Name _____